

BOQ

Name of Work: - Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority("Assignment")

Sr. no.	Description of item	Lump sum Rates (In figure)	Total Lump sum amount (In Words)
1	<i>Consultancy Services as per scope of work for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority.</i>		
<p><i>Note: 1) Quote is inclusive of all taxes and duties but exclusive of GST. GST shall be reimbursed on actual basis on production of documentary evidence of payment.</i></p> <p>Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal. We understand you are not bound to accept any Proposal you receive.</p> <p>Thanking You,</p> <p>Yours Sincerely,</p> <p>Authorized Signature [<i>In full and initials</i>]: _____</p> <p>Name and Title of Signatory: _____</p> <p>Name of Advisor: _____</p> <p>Address: _____</p>			

Contractor

Executive Engineer (C)
Deendayal Port Authority

**Request for Proposal (RFP)
For
Appointment
of
consultant is for architectural work,
design, drawing, estimate for “Construction
of Administrative Office Building in place of
P&C Building Outside Cargo Jetty Area”
at Kandla, Deendayal Port Authority**

Issued by

Executive Engineer (C)
A.O. Building (Annexe),
Deendayal Port Authority
Gandhidham (Kutch) 370 201
Fax No. +91-2836-220050
Email:
executiveengineercivil1@gmail.com

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Sr. No: Cost of Bid Document: 5900.00/- (INCLUDING GST @ 18 %)

Date:

Procurement Schedule

Sr. No.	Particular	Details
1.	Name of Assignment	Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority
2.	Issue of RFP Document	Tender Documents can be downloaded from the official website of Deendayal Port Authority www.deendayalport.gov.in or https://kpt.nprocure.com
3.	Last date for Submission of Bid	25.11.2022 at 15.00 hrs IST
4.	Cost of RFP / Bid Document	Non-refundable: Cost of RFP is 5900.00/- (INCLUDING GST @ 18 %) (Rupees Five thousand nine hundred only.) which shall be payable in the form of Demand Draft (D.D)/ Banker's Cheque / Pay Order Note: The Demand Draft / Banker's Cheque / Pay Order shall be drawn in favor of "Deendayal Port Authority" payable at Gandhidham.
5.	Estimated Cost	Rs.31,00,000/-
6.	Bid Security/ EMD (INR)	Rs. 31,000.00 (in the form of DD/BC/PO Drawn in favour of DPA payable at Gandhidham. In case of Micro and Small Enterprise (MSES) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.
7.	Opening of Technical Bids	25.11.2022 Upto 15.30 hrs
8.	Pre-bid Meeting Venue: Deendayal Port Authority A.O. Building Gandhidham	Not applicable
9.	Opening of Financial Bids	----- at 15.00 hrs
10	JV/ Consortium	Not Allowed

ISSUED TO.....

SIGNATURE OF THE ISSUING AUTHORITY

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

Note:

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n)Procure Support team at following address: -

**(n)code Solutions – A division of
GNFC Ltd., (n)Procure Cell, 4b103,
GNFC Infotower,
S.G. Road, Bodakdev,
Ahmedabad – 380054
(Gujarat).**

Contact Details of (n) code Solutions:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

CONTENTS

Disclaimer	5
1 Section 1: Letter of Invitation	7
2 Section 2: Instructions to Bidders.....	9
3 Section 3 - Terms of Reference	27
4 Section 4 Technical Proposal - Standard Forms.....	33
5 Section 5. Financial Proposal - Standard Forms.....	58
6 Section 6. Attachments	61

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Deendayal Port Authority (DPA) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DPA to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this RFP (the "Bid/ Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by DPA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DPA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in bidding process. Though adequate care has been taken in the preparation of this RFP Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

DPA accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.

DPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not in any way imply that DPA is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and DPA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DPA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1 Section 1: Letter of Invitation

DD/MM/2022

To,

The Bidder

Subject: Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Dear Bidder:

Deendayal Port Authority (DPA) is in-charge of managing Deendayal Port, a protected natural harbor, situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. DPA intends to Appoint Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority.

DPA is inviting the online proposals for appointment of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document ("Assignment").

The Bidder should submit Technical and Financial Proposals as per the standard Bid forms given in Section 4 and Section 5 of this RFP document.

The bid documents consisting of the Technical Proposal and Financial Proposal are to be submitted as described in Clause 2.8 of this RFP document.

The selection shall be as per the procedure described in Section 2.9 (Instructions to Bidders) of this RFP document.

The bidder will be selected based on their Technical Qualification and Financial Proposal. However, the decision of the DPA pertaining to the selection of Advisor shall be final in this regard.

This RFP includes the following Sections:

- a) Section 1 - Letter of Invitation
- b) Section 2 - Instructions to Bidders
- c) Section 3 - Terms of Reference (ToR)
- d) Section 4 - Technical Proposal: Standard Forms
- e) Section 5 - Financial Proposal: Standard Forms

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

f) Attachment 1: Form of Contract

For any further clarifications/additional information, please contact:

Executive Engineer (Construction)
Administrative Office Building
Annex Room No – 303-A
Deendayal Port Authority
Gandhidham.
Email:
executiveengineercivil1@gmail.com
Fax No. 02836-220050

Yours

sincerely,

Sd/-
Executive Engineer (C),
Deendayal Port Authority

2 Section 2: Instructions to Bidders

2.1 Introduction

Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbour. DPA intends to Appoint Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority.

DPA is inviting the proposals for Appointment of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document ("Assignment").

The Bidders are invited to submit a Technical Proposal as per the formats given in Section 4 and a Financial Proposal as per the formats given in Section 5 for Services required for the Assignment. The Proposal will be the basis for contract and ultimately for execution of the Contract (hereinafter referred to as "Consultancy Agreement") with the selected bidder.

The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Bidders are encouraged to visit the site before submitting their bid/ Proposal.

The Bidders shall bear all costs associated with the preparation and submission of their Proposals. DPA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.2 Eligibility of Bidders

The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.

The Bidder may either be a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013, or a body corporate incorporated under the applicable laws of its origin.

The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

the Bidder, its Consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its Consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder; or such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Applicant; or there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s)

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

Bidder eventually appointed to provide Program Manager Services (the "Services") for this Assignment, and its Associates, shall be disqualified from subsequently providing goods or works or services (other than the Services under this Assignment) related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

A Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

Selection of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority at Deendayal Port Authority.

2.3 Proposal Validity

The Technical and Financial Proposal to be submitted by the Bidders should valid for a period of 120 days from the last date of submission of the Proposal/ Bid. For schedule of bidding process, please refer the Section 2.9 (Instruction to Bidders). In exceptional circumstances, prior to expiry of the Bid Validity Period, DPA may request bidders to extend such Validity Period for a specified additional period by issuing the Addendum to this RFP.

2.4 Bid Security (Earnest Money Deposit - EMD)

EMD up to Rs. 5 lakhs be payable by Demand Draft/Pay Order / Banker's Cheque. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except co-operative bank having its branch at Gandhidham (Kutch). Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

2.5 Clarification and Amendment of RFP Document

At any time before the submission of Proposals, DPA may, for any reason, whether at its own initiative or in response to a clarification request, amend the RFP by issuing an addendum and by hosting the same on the website of Deendayal port.

In order to provide the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, DPA may, at its own discretion, extend the Proposal Due Date. Intimation regarding such extension in the Proposal Due Date would be available as communication to the Bidders on DPA website - www.deendayalport.gov.in & N-procure website.

2.6 Preparation of Proposal

The Proposal shall be prepared in three separate envelopes as follows:

Envelope 1: Bid Security/EMD & Cost of Bid Document

Note: - In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

Envelope 2: Technical Proposal

The information shall be furnished in the formats prescribed in Section 4 of this RFP document.

Envelope 3: Financial Proposal" to be submitted online only. No hardcopy of financial proposal or any reference of quoted fees to be submitted with the above documents. The information shall be furnished in the formats prescribed in Section 5 of this RFP document.

2.6.1.1 Technical Proposal

The envelope containing Technical Proposal shall contain the following documents with required information in the formats prescribed in Section 4 of RFP document.

- (a) TECH-1 Letter of Proposal
- (b) TECH-2 Particulars of the Bidder
- (c) TECH-3 Statement of Legal Capacity
- (d) TECH-4 Power of Attorney
- (e) TECH-5 Format for Anti-Collusion Certificate
- (f) TECH-6 Format for project undertaking
- (g) TECH-7 Format for Affidavit
- (h) TECH-8 Financial Capacity of the Bidder
- (i) TECH-9 Particulars of Proposed Key Personnel
- (j) TECH-10 Proposed Approach, Methodology and Work Plan
- (k) TECH-11 Eligible project experience (with summary) of the Bidder
- (l) TECH-12 Eligible project experience of Key Personnel
- (m) TECH-13 Curriculum Vitae (CV) of Key Personnel
- (n) TECH-14 Personnel Schedule
- (o) TECH-15 Activity Schedule

- The Technical Proposal must not include any financial information.
- The Bidder shall provide all the information as per this RFP Document and in the specified formats. DPA reserves the right to reject any Proposal that is not in the specified formats or in accordance with the terms of this RFP.

2.6.1.2 Financial Proposal

It shall contain Price Bid and other relevant information in the formats prescribed in Section 5.

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. DPA will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the bidding process.

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

The original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Section 4 and Section 5.

All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials in indelible ink. Each page of this RFP document duly signed by the Authorized Person is to be returned acknowledging the terms and condition thereof. The authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written Power of Attorney supported by Corporate resolution accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked "Original". Technical and Financial Proposals submitted without stamp and initial on each page will not be considered for evaluation and Bid will be rejected.

Power of attorney provided by the Director/Vice President etc. authorized to do so by the company shall be accepted provided the bidder has to submit all the resolutions passed by the company's Board.

- 2.6.1.3** It is desirable that each Bidder submits the Proposal after visiting the Project Site and ascertaining themselves, the location, surroundings or any other matter considered relevant by them.
- 2.6.1.4** It would be deemed that by submitting the Proposal, the Bidder has: made a complete and careful examination of the RFP document, and received all relevant information requested from DPA.
- 2.6.1.5** DPA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

Work Order and Completion Certificate in languages other than English shall be provided with English Translation certified by authorized translator of Embassy of respective country or by faculty member of a recognized University.

2.7 Bidder's Responsibility

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

It would be deemed that prior to the submission of Proposal, the Bidder has:

- a. made a complete and careful examination of requirements, and other information set forth in this RFP Document;
- b. received all such relevant information as it has requested from DPA; and
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the Project Site;
 - ii. all other matters that might affect the Bidder's performance under the terms of this document.

DPA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.8 Submission, Receipt, and Opening of Proposals

• Registration

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(n)code Solutions, A

Division of GNFC,

301 GNFC Infotower, Bodakdev, Ahmedabad.

Tel. 91 79 26857316/17/18 Fax: 91 79

26857321

Mobile: 9327084190 / 9898589652. E-mail: nprocure@gnvfc.net.

- The bidders are required to submit soft copies of their bids electronically on the n-procure website, using valid Digital Signature Certificates. The instructions given above are meant to assist the bidders in registering on the n-procure Portal, prepare their bids in accordance with the requirements and submitting their bids online on the above website. More information useful for submitting online bids on the n-procure Portal may be obtained at: <https://kpt.nprocure.com>.

Online bids in three Stage System are invited by the Executive Engineer on behalf of Board of Deendayal Port (also referred to as Deendayal Port Authority) from qualified & competent firms through Open competitive bidding for the subject work.

ENVELOPE 1 – Bid Security/EMD & Cost of Bid (Stage-1)

ENVELOPE 2 – Technical Proposal (Stage-2)

- 1) Bid Security/EMD & Cost of Bid Document shall be placed in a sealed envelope clearly mark as follows:

"ENVELOPE 1 – Bid Security/EMD & Cost of Bid Document for "Appointment of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority at Deendayal Port Authority"

Note: - In case of Micro and Small Enterprise (MSES) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

- 2) The Technical Proposal shall be placed in a sealed envelope clearly marked as follows:

"ENVELOPE 2 – TECHNICAL PROPOSAL for "Appointment of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority at Deendayal Port Authority".

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Bid Security/EMD & Tender Fee are received. Accordingly offer of only those shall be opened whose Bid Security/EMD & Tender Fee is received electronically.

However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other proposal documents through R.P.A.D./speed post or in person so as to reach to below address within seven days from the date of opening.

Executive Engineer (C)

Room No. 303-A, A.O.
Building, Annex Deendayal
Port Authority Gandhidham
(Kutch) 370 201 Email:
executiveengineercivil1@gmail
.com

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

DPA, at its sole discretion, may extend the Bid/ Proposal Submission Date by issuing an Addendum.

Proposals received after Bid/ Proposal Submission Date shall not be accepted and will be returned unopened to the Bidder

- 3) **ENVELOPE 3 (Stage-3)**: - The Financial Proposal shall be submitted online only.

2.9 Evaluation of Technical Proposals

As part of the evaluation, the Technical Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria ("Shortlisted Bidders"), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

2.9.1.1 Technical Proposal Evaluation Stage

- i. The Technical Proposal is received in the form specified in this RFP;
- ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. It is accompanied by the Bid Security/EMD and Tender Fee/cost of Bid as specified in this RFP;
- iv. It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- v. It does not contain a Financial Proposal;
- vi. It does not contain any condition or qualification; and
- vii. It is not non-responsive in terms hereof.

2.9.1.2 Financial Proposal Evaluation Stage

- i. The Financial Proposal is received in the form specified in this RFQ cum RFP

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

examine and evaluate Proposals in accordance with the Selection Process detailed out below.

As part of the evaluation, the Technical Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further.

2.9.1.3 Minimum Qualification Criteria

Sl.	Minimum Qualification Criteria
a)	Sole Bidder should have a registered office in India
b)	Sole Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on 30 September 2022
c)	Should have an average annual turnover of more than INR Rs. 10.34 lakhs from Consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.
d)	Bidder should have experience of working as a consultant for three eligible projects in the last 10 years upto 30 September 2022.

*Definition - "**Eligible Projects**" mean Consultancy Services involving Detailed Engineering, architecture work for Construction of building wherein the total cost of such building projects should be more than or equal to **10 crores***

2.9.1.4 Technical Evaluation Criteria

For the purpose of Qualification, the Bidders should satisfy the Minimum Qualification Criteria as prescribed in 2.9.1.3. In addition, the Bidder may note the following.

A two stage procedure will be adopted in evaluating the proposals: (i) a Technical evaluation, which will be carried out prior to opening any financial proposal and (ii) a financial evaluation.

The maximum achievable Total Technical Score for every Bidder would be 100. The party who have secured minimum Total Technical score of 70 points will be declared as qualified for opening of Financial Proposal.

The evaluation committee/Tender Committee appointed by the Employer will carry out evaluation applying the evaluation criteria and point system specified below:

Sr. No.	Evaluation criteria	Marks
A. Firm Experience		40 Marks
1.	Experience of Eligible projects in the last 10 years upto 30 September 2022.	
	5 Eligible projects	40 Marks
	4 Eligible projects	32 Marks
	3 Eligible projects	24 Marks

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

	Below 3 Eligible projects	00 Marks
	Definition - "Eligible Projects" mean Consultancy Services involving Detailed Engineering, architecture work for Construction of building wherein the total cost of such building projects should be more than or equal to 10 crores	
	<i>The above projects should be completed or should have completed more than or equal to 90% of the consultancy contract period.</i>	
B. Qualifications and Experience of Key Personnel		60 Marks
1.	Team Leader cum structural engineer	20
	Minimum Educational Qualification:	Master degree in Structure Engineering
	Minimum years of professional experience in Detailed Engineering, Design	7 Year
	Eligible Project	Should have worked as structural engineer for two (2) Eligible Projects.
		10 Marks for each project.
2.	Architect cum interior Designer	10
	Minimum Educational Qualification:	M Arch
	Minimum years of professional experience in architecture work.	5 Year
	Eligible Project	Should have worked as Architect for two (2) eligible projects
		5 Marks for each project.
3.	Sr. Quantity Surveyor	10
	Minimum Educational Qualification:	Bachelor degree in Civil Engineering
	Minimum years of professional experience as Quantity Surveyor	5 Year
	Eligible Project	Should have worked as Quantity Surveyor for two (2) eligible projects
		5 Marks for each project.
4.	Electrical cum ICT expert	10
	Minimum Educational Qualification:	Bachelor degree in electronics / Electrical
	Minimum years of professional experience as Electrical / ICT expert	5 Year
	Eligible Project	Should have worked as Electrical / ICT expert for two (2) eligible projects
		5 Marks for each project.
5.	Coordinator cum site Supervisor	10

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

	Minimum Educational Qualification:	Master degree in CPM	
	Minimum years of professional experience in Detailed Engineering / architecture work.	1 Years	
	Eligible Project	Should have worked as Coordinator / engineer for two (2) eligible projects.	5 Marks for each project.
	<p><i>Note: -</i></p> <p><i>1) The projects of key personnel should be completed or should have completed more than or equal to 90% of the consultancy contract period.</i></p> <p><i>2) Above Key personnel's will not considered for evaluation, if not fulfilling both Minimum Educational Qualification or Minimum years of professional experience criteria.</i></p>		

Note: -

1. Coordinator cum site Supervisor shall be stationed at DPA office, AO Building Gandhidham for initial 3 months of contract period (or till the completion of task id. 4 of clause no. 3.5 General Deliverables and Payment Schedule) and during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site)
2. The consultant should upload all the scanned copies of the certificates of the Key Personnel along with their CV in support of their qualification.
3. Experience of having "completed Eligible projects for 2.9.1.3 Minimum Qualification Criteria (d) shall be considered.

For the above projects, the bidder needs to submit "notarized copy of the Completion certificates". If the Completion certificate is not available, the CA certificate (for each & every project) certifying the following shall be accepted:

- i. The completion of the project.
- ii. Payment received

4. For clause no. 2.9.1.4 (Technical Evaluation Criteria) of Firm's Experience, the bidder needs to submit "notarized copy of the completion certificates / in case of ongoing projects, notarized copy of certificate by the client for the completed period (clearly indicating consultancy contract period completed more than or equal to 90% or not) with reference to work order".

If the above is not available for the projects of bidder, the CA certificate (for each & every project) certifying the following shall be accepted:

- i. The percentage of duration of consultancy contract completed.
- ii. Payment received

5. All certificates, work orders, completion certificates, scope of work, credentials shall be notarized.
6. Engagement of sub consultant is not allowed & all relevant clauses may

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

be read accordingly.

7. For the projects of Key personnel, the bidder needs to submit "notarized copy of the completion certificates / in case of ongoing projects, notarized copy of certificate by the client for the completed period (clearly indicating consultancy contract period completed more than or equal to 90% or not) with reference to work order".

If the above is not available for the projects of the key personnel, the bidder should specify (i) Start date of project, (ii) End date of project, (iii) status of the project (clearly indicating that the duration of consultancy contract is completed more than or equal to 90%), for each & every project asked for key personnel. This information need to be notarized and self-attested by the respective key personal.

Detailed evaluation criteria will be carried out by the evaluation committee for evaluation of the qualification and competence of the Key Personnel for the assignment.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

2.9.1.5 Evaluation of proposals

The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidders, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall excludethose taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

- 2.9.1.6 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$SF = 100 \times FM/F$$

(F = Amount of financial proposal)

Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weight assigned to Technical Proposal and Financial Proposal that shall be 80% and 20%, respectively. The qualified bidder who secures highest combined score would be declared as the successful Bidder. In the event that two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

The Applicant achieving the highest combined technical and financial score will be considered to be the Successful Applicant and will be invited for contract signing (the “Successful Applicant”).

2.10 Availability of Professional Staff/Experts

2.10.1

Key Personnel	
1.	Team Leader cum structural engineer
2.	Architect cum interior Designer
3.	Sr. Quantity Surveyor
4.	Electrical cum ICT expert
5.	Coordinator cum site Supervisor

Key Personnel proposed against positions 1 to 4 above are required to work from their office and present in DPA office / Kandla site within 48 hours after written request from client i.e. DPA.

Key Personnel proposed against position 5 shall be stationed at DPA

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

office, AO Building Gandhidham for initial 3 month of contract period (or till the completion of task id. 4 of clause no. 3.5 General Deliverables and Payment Schedule) and during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site). Necessary sitting space with table, chair and power connection will be provided.

Key Personnel proposed against position 5 (Coordinator cum site Supervisor) have to coordinate with DPA during initial 3 month of contract period (or till the completion of task id. 4 of clause no. 3.5 General Deliverables and Payment Schedule)

Key Personnel proposed against position 5 (Coordinator cum site Supervisor) have to supervise the work during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site).

2.10.2 DPA shall not consider substitutions during the contract unless both parties agree in writing to such substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. The Team Leader shall remain present for all interim and final deliverable presentations and review meetings.

2.11 Confidentiality

2.11.1 The selected Consultant shall keep all the information pertaining to the Assignment confidential and shall not provide/discard any information of the Assignment to anybody except on specific instructions in writing from DPA.

2.12 Right to Reject any or all Proposals

2.12.1 Notwithstanding anything contained in this RFP, DPA reserves the right to accept or reject all or any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.12.2 Without prejudice to the generality of the provisions of the Clause below, DPA reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) a material concealment is detected; or
- (c) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Such misrepresentation / improper response / concealment by the Bidder would lead to the disqualification of the Bidder. If the Bidder is the Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then DPA reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of DPA, including annulment of the bidding process.

2.13 Property Rights of Assignment Outputs

- 2.13.1 Consultant shall hand over all the related workings and outputs of the Assignment generated for executing the Assignment as and when requested by DPA and on successful completion of the Assignment in editable soft and hard copies.
- 2.13.2 Such database, records, analysis, documents, working papers, workable and editable database as developed for the Assignment and all related workings and outputs are the Sole Property of DPA and the consultant shall treat all this information Confidential and shall not share with anybody else except on specific written instructions of DPA.
- 2.13.3 Ownership of all the data, deliverables will be sole property of DPA at all the time of during and post assignment. For use of any such data/deliverable, the consultant should take necessary permission from DPA and do necessary citation/referencing.

2.14 Award of Contract

- 2.14.1 The contract will be awarded pursuant to Overall Evaluation as mentioned in this RFP documents. After the consultant is selected, the Client will notify other Bidders that they were unsuccessful and return the unopened Financial Proposals of those bidders who did not pass the technical evaluation.
- 2.14.2 Letter of Award (LoA) will be issued to commence work on the Assignment as described in this document.

2.15 Security Deposit

"Security Deposit" shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of contract price which should be submitted in form of Bank Guarantee or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of latter of Acceptance intent which will be refunded immediately not later than 14 days from completion of contract period.

Failure of the successful Bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work,

forfeiture of the Bid security and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

2.16 Insurance & Risk Coverage

2.16.1 The Consultant (each member in case of consortium) is required to have appropriate insurance cover as mentioned below:

- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the bidders or their personnel or any Sub-bidders or their Personnel for the period of Consultancy.
- (b) Third Party Liability Insurance with a minimum coverage around for Rs. 1.0 Million for the period of Consultancy.

Professional liability insurance with a minimum coverage of total Consultancy Fee to be paid to the Consultant.

- (c) Employer's Liability and Worker's Compensation Insurance in respect of the Personnel of the bidders, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

It may be noted that all insurance and policies shall start from the date of commencement of the Assignment and remain effective as per relevant requirement of the Contract/Agreement.

2.16.2 Limit of Liability

- (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds one times the total value of the Contract;
- (b) This limitation of liability shall not
 - (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
 - (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law",

2.17 Deleted

2.18 Force Majeure

2.18.1 Definition (a) For the purposes of this RFP, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except when such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

2.19 Advance Payment

No advance payment is permitted.

2.20 Integrity Pact : Deleted

2.21 The TDS under GST Act is required to be deducted @2% (1% CGST and 1%SGST or 2% IGST) from payment / credit given to contractors / professionals and others for the work order /contracts exceeding Rs.2,50,000.00/-

2.22 Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR 1 so that DPA can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.

2.23 GST Clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.All other duties, taxes, cesses applicable if any, shall be borne by the contractor. TDS under GST rules as applicable will be deducted from payment.

2.24 Designated officers of DPA

Client: Chairman, DPA

Engineer-in-Charge: Executive Engineer (C)

Section 3 - Terms of Reference

3.1 Introduction

Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbour. DPA intends to appointment of consultant for architectural work, design, drawing, estimate for "Reconstruction of P&C Building Outside Cargo Jetty Area Renamed as Construction of Administrative Office Building in place of P&C Building outside Cargo Jetty Area" at Deendayal Port Authority.

3.2 Objective of the consultancy assignment

Appointment of consultant is for architectural work, **interior design**, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Consultant will be responsible for overall planning of building & its premises and including architectural work, design, drawing, estimate of infrastructure i.e., mainly all building structure related work with due aesthetic look wherever necessary within the proposed structure areas. All these architectural works, design, drawing, estimate will be based on the requirement of DPA. If necessary, as a part of this activity the consultant shall have to interact, coordinate with various government agencies, departments. The Consultant will closely work with the authorities of the Client in seeking direction, approvals, and in providing regular and periodical feedback. It is important that the Consultant team shares common values with the Client and a communication style for successful integration with Client staff. It is the Client's expectation that the consultant will operate as a coordinating agency with minimal assistance from Client staff.

The Consultant will study the site condition and accordingly carry out the soil investigation of site & any other investigation and / or any test from his account for construction of the full Office building with upgradation of overall ambience into a modern corporate type of office. The consultant should consider expenses of all these in their quote. The scheme should be made keeping in mind to utilize the space very efficiently and at the same time meeting all the requirements of office.

All necessary, Safety upgradation complying with fire safety standards of Fire Department of Gujarat Fire Services involving addition/alteration of Structures if any.

The scope of services to be delivered by the Consultant during contract period includes, but is not limited to the following:

3.3 Scope of Work

The scope of work sought for this assignment shall comprise of the following:

- 1) Study all available information of the site related design of infrastructure & services.
- 2) Consultant will study the site condition and accordingly carry out the soil investigation of site & any other investigation and / or any test from his account and submit report. The consultant should consider expenses of all these in their quote.

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

- 3) Prepare & submit master schedule of activities for approval from DPA.
- 4) Carry out topographical survey of site by using DGPS, fixing of benchmarks etc. Submit survey report and record of levels/level chart to DPA.
- 5) Prepare draft design basis reports (DBR) for infrastructure & services. Design basis report should consider current national/international practices/technology/ideas for development of structure.
- 6) Submit Final DBRs to Client, carry out modifications if any, after discussion with Client & obtain Client's approval.
- 7) Carry out interior and structural design for development of Infrastructure & services through concept with possible alternatives, schematic & detailed design of the work desired by the Client.
- 8) Consultant should use relevant IS standards for interior design and detailed Engineering of infrastructure & ~~services~~
- 9) In case IS standards are not available, then Consultant should use international standards after getting approval from Client
- 10) Obtain approval of Client for interior design, detailed design & drawings for infrastructure & services. Preparation of coordinated drawings will be responsibility of consultant.
- 11) Prepare & submit to DPA sequence & mode of construction activities for interior design and detailed design for infrastructure services during construction phase and guide DPA team so that cross construction/utility activities must be taken care off.
- 12) Prepare and submit to client detailed Bill of Quantities supported with detailed specifications for infrastructure & services & get approval from Client.
- 13) Prepare and submit all technical information required for obtaining statutory approvals in required formats & submit the same to relevant authorities within the agreed time frame. consultant should be responsible for technical liaison as & when required for obtaining statutory approvals.
- 14) Prepare and submit detailed scope of work, detailed BOQ/estimates, detailed specifications & tender drawings to be included in tender/s for the construction work of infrastructure & services i.e.
 - i. Internal and External water supply system with Under Ground Water Tank.
 - ii. Fire Fighting system.
 - iii. Sanitary system.
 - iv. Complete Electrification with Air conditioning, Lift and CCTV Camera.
 - v. To prepare and review architectural / construction drawings including plan, elevation and cross section of the work.
 - vi. To prepare working construction drawings for the main structure, parking and other additional services etc. including plans, elevation, cross section.
 - vii. To provide additional copies of plans as and when required.
 - viii. Necessary Design, suggestions and Drawings for facility of mini solar park at terrace to generate electricity in future development.
 - ix. To prepare detailed drawings of compound wall, grills, entrance gates, etc.
 - x. To prepare Furniture drawing for with complete interior including lighting.
- 15) Estimates of works catered in shall be as per current SOR of DPA. If certain items are not available in SOR then the rate analysis based on prevailing market rates shall be prepared for working out the rate analysis (as per the transparency policy of DPA). Consultant should obtain approval from Client for such analysis of rates.
- 16) Prepare and submit quality assurance plan for infrastructure & services, safety measures, list of approved makes of materials for the construction of infrastructure

& services to be incorporated in the tender/s of the project within the agreed time frame.

- 17) Any other details as deemed necessary by consultant to be incorporated in the tender/s of the project.
- 18) Review of all deliverables from will be done by DPA. Comments, suggestions, modifications suggested by DPA should be incorporated in the designs/drawings/documents.
- 19) Selected bidder will have to expedite design details, detailed estimates, tender drawings & detailed specifications for the infrastructure components so as to initiate tendering process for selection of contractor.
- 20) Technical and supervisory support during construction.
- 21) Review of PERT CHART submitted by contractor & other such documents for monitoring the Project.
- 22) Preparation of Phase-Wise Detailed Architectural & Structural Designs and Working Drawings in Proper Scale as Necessary for Construction during construction phase.
- 23) CONSULTANT will supervise the construction work in order to ascertain that the works are carried out generally in accordance with the drawings and specifications.
- 24) Providing total furniture layout and detailed drawing during construction phase.
- 25) Necessary Working Drawings for Civil, Architectural, Structural, Sanitary & Water supply system, Firefighting system, Land scapping, Compound wall, Development of surrounding area, Electrical and Air-Conditioning are to be Supplied According to The Progress of the Construction Works and Suggesting Colour Schemes.
- 26) Consultant should submit Supervision plan, man power implementation schedule, quality control plan, bar chart, sop to execute laboratory test schedule, during the start the construction work.
- 27) During construction phase, Consultant shall supervise the work so as to execute the work as per IS Codes & drawings, specification & Special Condition, BOQ of Tender.
- 28) During construction phase, Consultant will supervise Work inclusive but not limited to, prepare daily, weekly and monthly progress report, prepare scheduling of entire project, Quality control, Documentation, Certification of Invoices, maintaining & checking daily record of labour, equipment, incoming-outgoing materials etc.
- 29) Consultant will have to get proof Checking of all design, drawings & cost estimate from any IIT.

3.4 Duration of the Assignment

03 Months (for the Submission up to task id. 3) + 04 months (Time period required for appointment of contractor) + 15 months (Construction Period) = **22 Months** from date of commencement of assignment extendible for a suitable period at the mutual consent of the DPA and the Consultant.

3.5 General Deliverables and Payment Schedule

Task ID	Description	Timeline in months	Payment Due
1	Completion of survey and submission of soil investigation Report	D + 0.5	05%
2	Detailed Engineering & designs and Tender Drawings (including Reports on analysis and Design, Inventory of Building, site plan, building plan, Structural Engineering Drawings,	D + 2	15%

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

	architectural & interior design, All Working drawings specified in scope of work, Furniture Drawings etc.) for infrastructure & services.		
3	Detailed scope, Cost Estimates, Specifications etc for Civil part, Electrical Part, Fire Fighting part, and all other items as per scope of work (Detailed Cost Estimation and BOQ along with rate reference, Rate analysis and Technical specification for all parts covering all items of scope of work)	D + 2.5	20%
4	Proof Checking of all (from task id 2 to 3) from any IIT.	D + 3	10%
5	GFC drawing to be issued for (To the appointed contractor, during construction phase)	Any time during construction phase.	
	A. Sub structure		03%
	B. Super structure		03%
	C. Architectural & Interior design		04%
6	Monthly payment: Upon visit of Team Leader cum structural engineer / Architect cum interior Designer at DPA office / Kandla Site during construction phase i.e. D+7 to D+21 (15 month or till the completion of work at site) (2 times in a month) (2% per month up to max of 30%)	D + 7 to D + 22	30%
7	On completion of work (this payment will be given after issuing of completion certificate to contractor)		10%
Total			100 %
<p>Note: -</p> <ul style="list-style-type: none"> i) D = Effective Date of Contract ii) Period may vary iii) Consultant shall submit monthly or fortnightly progress reports as required by the client. iv) Payment for the Task id. 1 to 3 will be issued only after the satisfactory compliance of DPA officials observations. For Task id. 4, payment shall be made after submission of proof checking report from IIT. v) At least 3 layout plan for building will have to be submitted and take the consent of TM, DPA & CME, DPA so that final layout plan as per requirement can be finalized so that same can be approved by CE, DPA. vi) If Team Leader cum structural engineer / Architect cum interior Designer not visit at DPA office / Kandla Site during construction phase (as per task id 6) no payment will be released. vii) On need basis, design, drawings and cost estimates is to be modified as per requirement of client i.e. DPA. viii) During construction phase, consultant have to modify interior design and architectural drawing as and when required. 			

- | | |
|-----|---|
| ix) | The Consultant shall provide six copies of above deliverables reports to Engineer in charge along with soft copy along with necessary supporting documents. |
| x) | The Consultant shall give a Power Point Presentation at DPA covering all the details of project before submission of report. |

3.6 Other terms and Conditions:

- The Consultant shall have to visit Authority for presentations as and when required by Authority from time to time and the expenditure for the same shall be suitably included in the basic cost of the services.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the Key Personnel with the firm.
- The Key Personnel proposed above should be available for presentations/ discussions/ meetings with the Client, State Government and Ministry of shipping New Delhi.
- A summary of experience (in one page) is to be provided by the consultant for each of the Key Personnel.
- The consultant may require to deploy additional manpower for the project as they may feel necessary. However, the CV's of only the abovementioned experts shall be used for the purpose of technical evaluation.

3.7 Payment terms

- Payment shall be made as per clause No. 3.5 General Deliverables and Payment Schedule as per financial proposal submitted by bidder for currency of contract.
- The basis for payment shall be Financial Proposal Submitted by the Bidder.
- All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- The Employer shall cause the payment of the Consultants as given in schedule of payment above within thirty (30) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.
- The full time stationed key personnel i.e. Coordinator cum site Supervisor would be entitled to 4 days' leave during initial 3 month of contract period (or till the completion of task id. 4 of clause no. 3.5 General Deliverables and Payment Schedule), which may be availed of with prior approval. For any absence in excess of 4 days, pro-rata deduction will be made & amount of **Rs. 1500** per day will be deducted as penalty.
- The full time stationed key personnel i.e. Coordinator cum site Supervisor would be entitled to 20 days' leave during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site), which may be availed of with prior approval. For any absence in excess of 20 days, pro-rata deduction will be made & amount of **Rs.**

1500 per day will be deducted as penalty.

- Key Personnel proposed against positions 1 to 4 above should have been worked from their office and present in office/ Kandla Site within 48 hours after written request from client i.e. DPA during the contract period.
- **Team Leader cum structural engineer / Architect cum interior Designer** should visit office / Kandla Site at least twice in a month during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site). If request for visit DPA office / Kandla Site more than two time in a month during construction phase i.e. D+7 to D+22 (15 month or till the completion of work at site), total payment of **1%** of financial bid will be added for per visit in monthly payment as per task id. 6 of clause no. 3.5 General Deliverables and Payment Schedule.

If fails to fulfill above condition, amount will not be released.

3.8 Deleted

3.9 Reimbursement of Legal Expenses

- Unless expressly provided for in the Scope of Work, Services shall not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, the Consultant's reasonable costs, expenses and time spent in the DPA's legal and regulatory matters or proceedings, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulatory inquiries, made at either the DPA's request or by subpoena or equivalent, shall be billed to DPA separately at the Consultant's then-current rates. The terms of this paragraph shall continue to apply to such third party proceedings that arise after the termination of this Agreement.

3.9.1 Currencies of Payment:

All payments by the Employer under this contract will be made only in Indian Rupees.
The Fee quoted by the Consultant shall be inclusive of but not limited to specific requirements, such as on account of:
Expatriate staff employed directly on the work
Social, insurance, medical and other charges relating to such expatriate staff and foreign travel expenses;

3.9.2 Mode of Billing and Payment:

Billing and payments in respect of the Services shall be made as follows: -

- Payment shall be made as per clause No. 3.5 General Deliverables and Payment Schedule as per financial proposal submitted by bidder for currency of contract.
- No advance payment shall be paid to the Consultant.

4 Section 4 Technical Proposal - Standard Forms

Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Bidder
TECH-3	Statement of Legal Capacity
TECH-4	Power of Attorney
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH- 7	Format for affidavit
TECH-8	Financial Capacity of the Bidder
TECH-9	Particulars of Proposed Key Personnel
TECH-10	Proposed Approach, Methodology and Work Plan
TECH-11	Eligible project experience (with summary) of the Bidder
.	
TECH-12	Eligible project experience of Key Personnel
TECH-13	Curriculum Vitae (CV) of Key Personnel
TECH-14	Personnel Schedule
TECH-15	Activity Schedule
TECH-16	Details of Consortium Members

TECH-I
LETTER OF PROPOSAL

(On the Letter Head of the Bidder)

(Date and Ref)

To,
The Executive Engineer (C)
Deendayal Port Authority (DPA)

Sub: Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Dear Sir,

With reference to your RFP Document dated, I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for "**Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority**". This proposal is unconditional and unqualified.

1. I/We acknowledge that DPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to DPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of DPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by DPA;

- b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Bidders in accordance with the RFP document.
 - 7. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a consultant..
 - 8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 - 9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees/partners.
 - 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/ or the Government of India/Gujarat] in connection with the selection of consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
 - 12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
 - 13. I/We agree to keep this offer valid for 120 days from the Proposal Due Date specified in the RFP.
 - 14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4.

15. In the event of my/our firm/ consortium being selected as the consultant, I/we agree to enter into the Consultancy Agreement with DPA for the said Assignment in such manner as set out in the RFP Document.
16. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
17. The Financial Proposal is being submitted in a separate Envelope. This Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the RFP and shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
19. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
20. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
22. I/We agree and undertake to be jointly and severally liable for all the obligations under the RFP documents till the completion of the Assignment/ Services in accordance with the terms of the RFP documents.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

TECH-2

PARTICULARS OF THE BIDDER

1	Title of Assignment: Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority																								
2	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p> <p>Details of Bidder including (Members in case of Consortium):</p> <p>Name of Bidder: Brief description of the Bidder: Country of Incorporation: Date of incorporation and / or commencement of business:</p> <table border="1"><thead><tr><th>Sl. No.</th><th>Name of Member</th><th>Type of Organisation or Company Structure</th><th>Principal Office, Branches</th><th>Main lines of business, Core Area/ Strength</th><th>Role of the Member*</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table> <p>* Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</p> <p>Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p>Demonstrate their credentials through national / international awards / any other distinctions</p> <p>Contact and Communication Details:</p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone No:</p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*	1						2						3					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*																				
1																									
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3																									

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

	<p>(f) E-mail Address: (g) Fax No:</p> <p>Details of individual (s) who will serve as the point of contract / communication for DPA within the Company</p> <p>(a) Name: (b) Designation: (c) Address: (d) Telephone No. (e) E-mail address: (f) Fax No.</p> <p>In case of Consortium, the contact and communication information above should be provided for all the Members of the Consortium.</p>
3	<p>For the Bidder, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy Assignment.</p> <p>Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p>
4	<p>Does the Bidder's firm/company (or any member of the consortium) combine functions as a Consultant or adviser along with the functions</p>

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

	<p>as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Bidder (and other Member of the Bidder’s consortium) agree to limit the Bidder’s role only to that of a Consultant/ adviser to DPA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p>Yes/No</p>
5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the consulting services?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Consultant/ adviser for DPA only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

TECH-3
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To,
The Executive Engineer (C)
Deendayal Port Authority (DPA),

Dear Sir,

Sub: Request for Proposal (RFP) For Appointment of Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Bidder (along with other members in case of Consortium), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (Insert Bidder's name) will act as the Lead Member of our Consortium.

I/We have agreed that(Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized

signatory) For and on behalf of.....

Note:

To be signed by all the members of the consortium, in case of bid submitted by the consortium bidder.

TECH-4

POWER OF ATTORNEY

(On a Stamp Paper of Rs.300)

Know all men by these presents, we,(name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the " **Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority**" including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the **Consultant for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority**" and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For

(Signature, name, designation and address)

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 300 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

TECH-5
FORMAT FOR ANTI-COLLUSION CERTIFICATE

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this _____ Day of _____, 2021

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by all the Members in case of Consortium.

TECH-6
FORMAT FOR PROJECT UNDERTAKING

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

Ref.

Date:

To,

The Executive Engineer (C)

Deendayal Port Authority (DPA),

Sub: Request for Proposal (RFP) For Appointment of Consultant for architectural work, design, drawing, estimate for “Construction of Administrative c Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority (‘Assignment’)

We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Deendayal Port Authority (DPA).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Gujarat, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2019.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note: To be signed by the Lead Member(s) in case of a Consortium.

TECH- 7

FORMAT FOR AFFIDAVIT

Appointment of consultant is for architectural work, design, drawing, estimate for “Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area” at Kandla, Deendayal Port Authority

*(Separate Affidavits are to be submitted by each member in case Bidder is a Consortium)
(Affidavit should be executed on a Non Judicial stamp paper of Rs 300/- or such equivalent document
duly attested by Notary Public)*

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s.....nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Gujarat (GOG) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Deendayal Port Authority (DPA) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DPA.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

(You can print the affidavit on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

TECH-8

FINANCIAL CAPACITY OF THE BIDDER

S. No.	Financial Year	Average Annual Turnover from consultancy services (In Rs. cr)
1.	2021-22	
2.	2020-21	
3.	2019-20	

Certificate from the Statutory Auditor^{\$}

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

^{\$}In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Bidders may provide information on their total turnover from all consulting activities. This shall be supported by auditor's certificate or audited balance sheets.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Notes:

- The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any

- associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
- ii. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for Lead Member.
 - iii. Instructions for calculation of Financial Capability: Fees from Consultancy Services only for “Eligible Contracts” as defined in this RFP shall be considered for calculation of financial capacity.
 - iv. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
 - v. The financial year would be the same as followed by the Bidder for its annual report.
 - vi. The Bidder shall provide audited Annual Reports as required under this RFP Document. For a Consortium, audited Annual Reports of Lead Member shall be provided.
 - vii. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the RFP.

Bidders may provide information on their total turnover from all consulting activities. This shall be supported by auditor's certificate or audited balance sheets.

These details need to be provided for all the members of the consortium.

TECH-9

PARTICULARS OF PROPOSED KEY PERSONNEL

S.No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Eligible Projects
					Name of Firm	Employed Period (From – To)	
1.	Team Leader cum structural engineer						
2.	Architect cum interior Designer						
3.	Sr. Quantity Surveyor						
4.	Electrical cum ICT expert						
5.	Coordinator cum site Supervisor						

*ss*Team Leader shall be from Lead Member in case of Consortium*

Note: Provide CV of each key personnel as proposed above in TECH-13. In case, the CV as per TECH-13 is not provided, the respective Key Personnel shall not be considered for evaluation.

Date:.....(Signature and name of the authorized signatory of the Bidder).....

TECH-10

PROPOSED APPROACH, METHODOLOGY AND WORK PLAN

The proposed approach, methodology and work plan shall be described as follows:

Understanding of ToR (not more than Two pages)

The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

Approach and Methodology (*not more than ten pages*)

The Bidder will submit its Approach and Methodology for carrying out this Assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Assignment.

Detailed Work Plan

The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this Assignment have been fully covered by its Proposal. In case the Bidder is a Consortium, it should specify how the expertise of each firm is proposed to be utilized for this Assignment. The various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

Staffing Schedule

Bidder will submit a brief scheduling of the various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

TECH-11
ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF
THE BIDDER

*[Using the format below, provide information on relevant project experience for which your consultancy was legally contracted for carrying out services similar to the ones requested under this Assignment during **the last 10 years preceding the date of submission of Proposal.**]*

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. crore or US\$ million):	
Area of project (in acres)	
Start date and finish date of the services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Sl. No	Relevant Projects as per Section 2.9	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
Note: The bidder need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim						

Notes:

Use separate sheet for each Eligible Contract.

The certification of project experience shall be issued by concerned agency or client. The Bidder (Each Member in case of Consortium) should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.

Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for each Entities / Bidders

The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company (who is not a member of the Consortium) will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.

The Bidder (Each Member in case of Consortium) should furnish the details of Eligible Experience as on the date of submission of the Proposal.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

TECH-12

ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Features	
Name of Consulting Firm where employed:	
Name of Client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Description of the role and services provided by the key personnel:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

Use separate sheet for each eligible project.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

The Bidders (Each Member in case of Consortium) must provide the necessary information as per the provided sheet above.

TECH-13
CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED
FOR ASSIGNMENT

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record and Work Experience** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and*

services.]:

From [Year]:_____To [Year]: _____	Project 1.....	role and services
Employer: _____	Project 2.....	role and services
Positions held: _____	Project 3.....	role and services
	Project	role and services

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this Assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Whether a Permanent Employee of the Bidder for more than one year: Yes / No

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. *Use separate form for each Key Personnel.*
2. *The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.*
3. *Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.*

It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. The originally signed CV shall be produced during negotiations, if successful.

TECH-14

PERSONNEL SCHEDULE

Bidder should propose the structure and composition of the team dedicated for carrying out the Assignment. Bidder should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. The personnel schedule shall be consistent with the approach and methodology, detailed work plan, activity schedule.

Sl No.	Position	Name	Task(s) Assigned	Person-month inputs							Total Person-month inputs
				W1	W2	W3	W4	W28	
Key Personnel											
1											
2											
3											
4											
5											
6											
7											
8											
Total for Key Personnel											
Support Technical Staff											
1											
2											
...											
...											
...											
Total for Support Technical Staff											
Grand Total											

Notes:

1. Bidders to make their own assessment of Key Personnel Inputs as per their requirements
2. Bidders to make their own assessment of Support Technical Staff as per their requirements.

ACTIVITY SCHEDULE

[illegible]

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as submission of deliverables, presentations, KPT approvals etc. .
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

Section 5. Financial Proposal - Standard Forms

To be submitted online only

FIN-1 Financial Proposal Submission Form

FIN-2 Kindly upload the breakup amount of key personnel as per format attached.

FIN -1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Executive Engineer (C)
Deendayal Port Authority (DPA),

Sub: Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority("Assignment")

Dear Sir,

We, the undersigned, offer to provide the **architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority** in accordance with your Request for Proposal dated <Date>.

Sr. no.	Description of item	Lump sum Rates (In figure)	Total Lump sum amount (In Words)
1	Consultancy Services as per scope of work for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority.		

Note: 1) Quote is inclusive of all taxes and duties but exclusive of GST. GST shall be reimbursed on actual basis on production of documentary evidence of payment.

Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal. We understand you are not bound to accept any Proposal you receive.

Thanking You,

Yours Sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Advisor: _____

Address: _____

FIN -2

Breakup amount of key personnel

[Location, Date]

To:

The Executive Engineer (C)
Deendayal Port Authority (DPA),

Sub: Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority("Assignment")

Dear Sir,

We, the undersigned, offer to provide the **architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority** in accordance with your Request for Proposal dated <Date>.

Sr. no.	Description of item	Quantity	Unit	Rates in Rs.	Amount in Rs.
		In No's	Man Month	Per Month	
A	B	C	D	E	C*D*E
1.	Team Leader cum structural engineer	1	18		
2.	Architect cum interior Designer	1	18		
3.	Sr. Quantity Surveyor	1	18		
4.	Electrical cum ICT expert	1	18		
5.	Coordinator cum site Supervisor	1	18		

Note: 1) Quote is inclusive of all taxes and duties but exclusive of GST. GST shall be reimbursed on actual basis on production of documentary evidence of payment.

Thanking You,

Yours Sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Advisor: _____

Address: _____

Section 6. Attachments

Attachment 1: Form of Contract

Includes the following:
Form of Contract
General Conditions of Contract
Integrity Pact
Special Conditions of Contract
Appendices to Contract

Contents

Preface	3
I. Form of Contract	5
II. General Conditions of Contract	9
A. GENERAL PROVISIONS	9
2. Relationship between the Parties	10
3. Law Governing Contract	10
4. Language	10
5. Headings	10
6. Communications	10
7. Location	10
8. Authority of Member in Charge	10
9. Authorized Representatives	10
10. Corrupt and Fraudulent Practices	11
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	11
11. Effectiveness of Contract	11
12. DELETED	11
13. Commencement of Services	11
14. Expiration of Contract	11
15. Entire Agreement	11
16. Modifications or Variations	11
17. Force Majeure	11
18. Suspension	12
19. Termination	13
C. OBLIGATIONS OF THE CONSULTANT	14
20. General	14
21. Conflict of Interests	15
22. Confidentiality	16
23. Liability of the Consultant	16
24. Insurance to be Taken out by the Consultant	16
25. Accounting, Inspection and Auditing	17
26. Reporting Obligations	17
27. Proprietary Rights of the Client in Reports and Records	17
28. Equipment, Vehicles and Materials	17

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS.....	17
29. Description of Key Experts	17
30. Replacement of Key Experts.....	17
31. Removal of Experts or Sub-consultants	18
E. OBLIGATIONS OF THE CLIENT	18
32. Assistance and Exemptions	18
33. Access to Project Site.....	18
34. Change in the Applicable Law Related to Taxes and Duties....	18
35. Services, Facilities and Property of the Client	18
36. DELETED	19
37. Payment Obligation.....	19
F. PAYMENTS TO THE CONSULTANT	19
38. Contract Price	19
39. Taxes and Duties.....	19
40. Currency of Payment.....	19
41. Mode of Billing and Payment	20
42. Security Deposit	20
G. FAIRNESS AND GOOD FAITH.....	20
43. Good Faith.....	20
H. SETTLEMENT OF DISPUTES.....	21
44. Amicable Settlement.....	21
45. Dispute Resolution	21
Attachment 1: Deleted.....	
III. Special Conditions of Contract	22
IV. Appendices	25
Appendix A – Terms of Reference.....	25
Appendix B - Key Personnel.....	25
Appendix C – Breakdown of Contract Price	25
Appendix D - Form of Bank Guarantee for Security Deposit	26

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the DPA and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Integrity Pact); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to this Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

Contract No. _____

between

Deendayal Port Authority

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Deendayal Port Authority* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").], for the work of Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority".*

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Integrity Pact";
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: [Breakdown of Contract Price](#)

Appendix D: Form of Bank Guarantee for Security Deposit

Appointment of consultant is for architectural work, design, drawing, estimate for "Construction of Administrative Office Building in place of P&C Building Outside Cargo Jetty Area" at Kandla, Deendayal Port Authority

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client hereby covenants to pay the Consultant in consideration of such work "the contract price" of Rs. _____ (Rupees _____ Only) in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Witness

- a) Signature
Name and Address
- b) Signature
Name and Address

For and on behalf of *Deendayal Port Authority*

*Chief Engineer, Deendayal Port Authority
For & on behalf of the Board in presence
Chairman, Deendayal Port Authority*

- a) Signature
Name and Address
- b) Signature
Name and Address

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

The common seal of the Board of Trustees of the Port of Kandla affixed in the presence of:

Seal

SECRETARY
DEENDAYAL PORT AUTHORITY

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “Client” means Deendayal Port Authority
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” means these General Conditions of Contract.
- (j) DELETED
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (l) “Local Currency” means the currency of the Client’s country.
- (m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (n) “Party” means the Client or the Consultant, as the case may be, and

"Parties" means both of them.

- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (r) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship
between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

**8. Authority of
Member in Charge**

8.1. DELETED

**9. Authorized
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the

Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1. The Client requires compliance with its policy in regard to the Integrity Pact as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. DELETED

DELETED

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment

is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with

Performance	<p>generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. Deleted</p>
b. Law Applicable to Services	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. DELETED</p>
21. Conflict of Interests	<p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Integrity Pact, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
c. Prohibition of	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly</p>

Conflicting Activities	or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	<p>23.1 (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law",</p>
24. Insurance to be Taken out by the Consultant	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p> <p>The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall</p>

- provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 Deleted
- 28. Equipment, Vehicles and Materials** Deleted

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts**
- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of

the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Deleted

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 DELETED

35. Services, Facilities and Property of the

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, unfurnished office

Client	space at Kandla / Gandhidham.
36. DELETED	36.1 DELETED
	36.2 DELETED
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
39. Taxes and Duties	<p>39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS will be given.</p> <p>Rates to be quoted are excluding of GST. However, element of GST will not be considered for evaluation of bid price.</p> <p>Service provider is liable to pay GST and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of GST. Service provider shall be held liable for any monetary or non-monetary consequences on account of non-remittance of GST to the Central Government. The Port shall make payment for invoice value as per admissibility to service provider within period of 03 months from the date of invoice.</p> <p>GST Clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor. TDS under GST rules as applicable will be deducted from payment.</p>
40. Currency of Payment	40.1 Any payment under this Contract shall be made in Indian Rupees.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price & Payment shall be made as per clause No. 3.5 General Deliverables and Payment Schedule as per financial proposal submitted by bidder for currency of contract

41.1.1 As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable as per Financial Proposal for such month.

The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 30 days of date of certification of the bill by the Employer.

41.1.2 The Final Payment . For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within seven working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

41.1.3 With the exception of the final payment above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Security Deposit

"Security Deposit" shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of contract price which should be submitted in form of Bank Guarantee or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of latter of Acceptance intent which will be refunded immediately not later than 14 days from completion of contract period.

Failure of the successful Bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of the Bid security and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to

ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of <i>India</i>.
4.1	The language is: English
6.1 and 6.2	The addresses are: Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____ Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<i>DELETED</i>
9.1	The Authorized Representatives are: For the Client: [name, title] _____ For the Consultant: [name, title] _____
11.1	<i>Not Applicable</i>
13.1	Commencement of Services: The number of days shall be seven Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert before commencement of services.

14.1	<p>Expiration of Contract:</p> <p>The time period shall be 22 months.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(e) insurance against loss of or damage to any documents prepared by the Consultant in the performance of the Services.
38.1	Deleted
41.2	The payment schedule: Payment shall be made on monthly basis as per financial proposal submitted by bidder for currency of contract and for extended period if any
41.2.4	Deleted
45.1	Dispute Resolution is attached as Annexure I

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.

.....

APPENDIX B - KEY PERSONNEL

[Insert a table based on Form TECH-9 and TECH-14 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

The table shall be based on [*Form FIN-1*] and FIN-2 of the Consultant’s Proposal.

APPENDIX D - FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

[*Note: See Clause GCC 42*]

(To be executed on Rs.300/- non-judicial Stamp Paper)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns)

having agreed to exempt _____ (hereinafter called the "contractor")

(Name of the consultant/s)

from the demand under the terms and conditions of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender

No. _____ dated _____ (hereinafter called "the said contract") for the payment of performance security in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____)

_____ only we, the (Name of the Bank and Address)

_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only

against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby
(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the

amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. -

_____ (Rupees _____) only.

3 We, _____, undertake to pay to the

(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the

(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

_____ (Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that

the (Name of Bank and Branch)

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

Deendayal Port Authority,

Page

8. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid upto _____; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

ANNEXURE-I

451	Disputes shall be settled by arbitration in accordance with the following provisions:
(I)	Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
(II)	It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
(III)	It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
(IV)	It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit there statement of claims and counter statement of claims.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.